IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

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D.C. CLERK

ROBERT JOHN LESIKAR, JR.,
Husband

VS.

PAMELA ELAINE LESIKAR,
Wife.

NO. 95D-3687

D.C.

FINAL DECREE OF DIVORCE

This cause came on to be heard on September 26, 1997, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the original Complaint for Absolute Divorce filed by the Husband, the Counter Complaint filed by the Wife having been withdrawn; the presentation to the Court of a signed Marital Dissolution Agreement entered into between the parties in which the Court affirmatively finds that the parties have made adequate and sufficient provision by written agreement for the custody and maintenance of any children of that marriage and for the equitable settlement of any property rights between the parties; testimony of the Husband; and the entire record in this cause. From all of which, it appears to the Court that the Husband should be awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences. It further appears to the Court that the Marital Dissolution Agreement entered into between the parties should be approved and incorporated into this Final Decree of Divorce.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Husband be and hereby is awarded an absolute divorce from the Wife upon the grounds of irreconcilable differences and is restored to all the rights and privileges of an unmarried person and that the bonds of matrimony heretofore existing between the parties shall be perpetually dissolved.

IT IS FURTHER ORDERED that the Marital Dissolution Agreement entered into between the parties be and the same hereby is approved and incorporated into this Final Decree of Divorce by copying verbatim as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

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...CLERK

ROBERT JOHN LESIKAR, JR.	)	
	)	
Plaintiff,	)	
	)	
v.	)	NO. 95D-3687
	)	
PAMELA ELAINE LESIKAR,	)	
	)	
Defendant.	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between Pamela Elaine Lesikar (hereinafter referred to as "Mrs. Lesikar") and Robert John Lesikar, Jr. (hereinafter referred to as "Mr. Lesikar"), subject to the following premises, terms and conditions:

W I T N E S S E T H :

WHEREAS, the parties have experienced marital difficulties in the past, with the result that Mr. Lesikar instituted divorce proceedings against Mrs. Lesikar on December 7, 1995, same being Civil Action No. 95D-3687 in the Fourth Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to settle amicably their differences with respect to all property rights, support obligations, child custody rights, and obligations for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The parties agree that this Marital Dissolution Agreement shall be presented to the Court for ratification and approval as soon as possible from and after the date of its execution and, upon approval, shall be incorporated into a Final Decree of Divorce.

2. The parties are the parents of one (1) child, Robert John Lesikar, III, born May 3, 1978. The parties' child has now attained age eighteen (18) and has graduated from high school. Accordingly, this Agreement makes no provision for child custody or child support.

3. The parties acknowledge that they have set aside funds with Polaris Financial Services for the purposes of funding their son's college education. Those funds are in an account under the Uniform Transfers to Minor's Act. The parties agree that said funds in the Polaris Financial Services account are the sole and separate property of their son, Robert. As of the date of execution of this Agreement, it is contemplated that Robert will attend the University of Tennessee - Martin.

4. The parties acknowledge that their son drives a 1981 Ford pick up which is titled to him. Further, the parties acknowledge that neither of them have any interest in said vehicle and that the vehicle belongs to their son.

5. The parties are the owners of certain property situated at 563 Huntington Parkway, Nashville, Davidson County, Tennessee. Immediately upon execution of this Agreement, Mr. Lesikar agrees to quitclaim his interest in said property to Mrs. Lesikar. Mrs. Lesikar shall assume sole and separate responsibility for making the monthly payments on the indebtedness secured by a mortgage on said property and shall hold Mr. Lesikar harmless from any liability therefor. Mrs. Lesikar agrees that in the event she should sell said property; in the event she should vacate the property as her primary residence; in the event she should remarry; or in the event she should cohabit with another man to whom she is not related, Mr. Lesikar shall be paid the sum of $15,000.00 either from the proceeds of sale, or by Mrs. Lesikar as the case may be. Further, Mr. Lesikar agrees that Mrs. Lesikar can pay him the sum of $15,000.00 at any time prior to the sale. In the event Mrs. Lesikar does not sell the property and none of the above-mentioned contingencies occur, Mrs. Lesikar agrees that her interest in the property shall pass to the parties' son, Robert. Mr. Lesikar shall have a lien on the property, to be evidenced by a Deed of Trust, in the amount of $15,000.00, securing his interest in said property in accordance with the terms of this paragraph. Said sum shall not bear interest.

6. The parties acknowledge that they have divided their household furnishings and personal property. The parties agree that all articles of household furnishings and personal property situated at 563 Huntington Parkway, or otherwise in the possession of Mrs. Lesikar

shall be her sole and separate property, free of any claim by Mr. Lesikar, except the X/Mark lawn mower, the box of Mr. Lesikar's family photographs, and his mother's locket. The parties acknowledge that Mr. Lesikar purchased an X/Mark lawn mower which he is selling to his son, Robert, and that if Robert defaults on repaying the indebtedness, the issue shall be resolved between Robert and Mr. Lesikar and that Mrs. Lesikar has no interest in the lawn mower. Further, Mrs. Lesikar will diligently search for a box containing family photographs of Mr. Lesikar's family and for Mr. Lesikar's mother's locket. If these items are located, Mrs. Lesikar shall make the said items available to Mr. Lesikar immediately. Further, the parties agree that all articles of household furnishings and personal property situated at Mr. Lesikar's place of residence in Florida or otherwise in his possession shall be his sole and separate property, free of any claim by Mrs. Lesikar.

7. All funds on deposit in savings accounts, checking accounts, credit union accounts, brokerage accounts, or other institutional accounts, styled in the individual name of either party shall be and sole and separate property of the party in whose name each such account is styled, free of any claim by the other party. The parties acknowledge that they have no joint accounts.

8. All right, title and interest of Mr. Lesikar in and to the 1994 Honda Accord automobile operated by Mrs. Lesikar shall be, and is hereby, divested out of him and vested absolutely in Mrs. Lesikar. Mrs. Lesikar shall assume sole and separate responsibility for paying the indebtedness secured by a lien on said vehicle and shall hold Mr. Lesikar harmless from any liability therefor.

9. All right, title and interest of Mrs. Lesikar in and to the 1992 Jeep Cherokee automobile operated by Mr. Lesikar shall be, and is hereby, divested out of her and vested absolutely in Mr. Lesikar. Mr. Lesikar shall assume sole and separate responsibility for paying the indebtedness secured by a lien on said vehicle and shall hold Mrs. Lesikar harmless from any liability therefor.

10. All right, title and interest of Mrs. Lesikar in and to the 1968 Ford Mustang automobile situated at 563 Huntington Parkway, together with all the spare parts relating to said vehicle shall be, and is hereby, divested out of her and vested absolutely in Mr. Lesikar. Mr. Lesikar shall remove the vehicle from the Huntington Parkway premises within one-hundred

twenty (120) days from and after the date of execution of this Agreement. In the event Mr. Lesikar should fail to do so, he shall forfeit his interest in said vehicle to Mrs. Lesikar and shall execute the title conveying his interest in same to Mrs. Lesikar.

11. All right, title and interest of Mr. Lesikar in and to Mrs. Lesikar's IRA at Security Management shall be, and is hereby, divested out of him and vested absolutely in Mrs. Lesikar.

12. All right, title and interest of Mrs. Lesikar in and to Mr. Lesikar's IRA at Security Management shall be, and is hereby, divested out of her and vested absolutely in Mr. Lesikar.

13. All right, title and interest of Mrs. Lesikar in and to Mr. Lesikar's retirement benefits under the Railroad Retirement Act shall be, and are hereby, divested out of her and vested absolutely in Mr. Lesikar.

14. All right, title and interest of Mr. Lesikar in and to Mrs. Lesikar's interest in the St. Thomas Retirement Plan shall be, and is hereby, divested out of him and vested absolutely in Mrs. Lesikar.

15. All right, title and interest of Mr. Lesikar in and to Mrs. Lesikar's interest in the St. Thomas Profit Sharing Plan shall be, and is hereby, divested out of him and vested absolutely in Mrs. Lesikar.

16. All policies of insurance on the life of either party shall be the sole and separate property of the party whose life is insured, free of any claim by the other party.

17. All right, title and interest of Mrs. Lesikar in and to the Series EE United States Savings Bonds shall be, and is hereby, divested out of her and vested absolutely in Mr. Lesikar.

18. Mrs. Lesikar shall assume sole and separate responsibility for paying the balance on the SunTrust Visa account and shall hold Mr. Lesikar harmless from any liability therefor. Mr. Lesikar warrants and represents that he has made no charges on said account since January 1, 1996. Further, Mr. Lesikar shall make no charges on said account from and after the date of execution of this Agreement.

19. Each party shall pay his or her own attorney for services rendered in connection with the divorce proceedings pending in the Fourth Circuit Court for Davidson County, Tennessee and in connection with the preparation and negotiation of this Agreement.

20. Mr. Lesikar shall pay all Court costs associated with the divorce proceedings pending in the Fourth Circuit Court for Davidson County, Tennessee.

21. Except as otherwise provided herein, Mr. Lesikar agrees that he shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by him and further agrees to hold Mrs. Lesikar harmless from any liability for such debts. Except as otherwise provided herein, Mrs. Lesikar agrees that she shall be solely and separately responsible for paying all debts heretofore contracted for or incurred by her and further agrees to hold Mr. Lesikar harmless from any liability for such debts. Additionally, the parties agree that neither of them shall contract any indebtedness on the credit of the other from and after the date of execution of this Agreement.

22. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which the other party is responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

23. In the event it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of this Agreement, the successful party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

24. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending in the Fourth Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

25. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory

allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Mrs. Lesikar and Mr. Lesikar, individually or jointly, or any property that either of them may acquire in the future.

26. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

27. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest. Should it develop that there were undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

28. Each party represents to the other and acknowledges that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and with advice of counsel.

29. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

30. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

31. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

32. This Agreement may be altered, amended or cancelled only by instrument in writing signed by each of the parties, and with respect to child custody, child support and

spousal support issues, only with approval of the Court, and this requirement cannot be waived by oral agreement.

33. This Agreement shall be construed under the laws of the State of Tennessee.

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IDENTIFICATION REFERENCE

THIS AGREEMENT is executed in triplicate and an original of same is being retained by each party. The third original will be tendered to the Court as part of the Final Decree of Divorce between the parties.

Pamela Elaine Lesikar

Pamela Elaine Lesikar

Robert John Lesikar, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Kathleen E. Marcotte, a Notary Public in and for the aforesaid State and County, Pamela Elaine Lesikar, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 7th day of August, 1997.

Kathleen E. Marcotte

Notary Public

My commission expires: 9-27-97

STATE OF ~~TENNESSEE~~ FLORIDA)
COUNTY OF ~~DAVIDSON~~ Duval)

Personally appeared before me, Marsha P. Hart, a Notary Public in and for the aforesaid State and County, Robert John Lesikar, Jr., the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Jacksonville, ~~Tennessee~~ FL this 21st day of July, 1997.

Marsha P. Hart

Notary Public

My commission expires: _____

MARSHA P. HART
Notary Public, State of Florida
My Comm. Expires ...
No. CC ...
Bonded thru ...

It further appears to the Court that the current address of the Wife is 563 Huntington Parkway, Nashville, Tennessee 37211; and the current address of the Husband is 5000 San Jose Boulevard, #141, Jacksonville, Florida 32207.

IT IS FURTHER ORDERED that the costs of this cause shall be taxed to the Husband.

Entered this 26th day of Sept, 1997.

JUDGE

APPROVED FOR ENTRY:

Rose Palermo (#3330)
Attorney for Husband
Post Office Box 121857
Nashville, TN 37212
(615) 244-4270

James G. Martin, III (#3083)
Attorney for Wife
SunTrust Center, 18th Floor
424 Church Street
Nashville, TN 37219
(615) 244-5200

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was mailed to James G. Martin, III, Attorney for Wife, SunTrust Center, 18th Floor, 424 Church Street, Nashville, Tennessee 37219, on this 26 day of ~~August~~ SEPTEMBER, 1997.

Rose Palermo

BOOK 10850 PG 257

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 26 day of SEPTEMBER , 19 97 , in the Case Number 95D3687 between LESIKAR, ROBERT JOHN JR. Plaintiff, and LESIKAR, PAMELA ELAINE Defendant, as same remains of record in Book 273B , Page 1634 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 23 day of MARCH in the year one thousand nine hundred and ninety-eight and in the 222nd year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By Terry Campbell
Deputy Clerk